

EXHIBIT L

SUBORDINATION AGREEMENT

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WHEREAS, _____
a corporation (hereinafter for convenience called Company"),
is now indebted to the undersigned in the sum of
_____Dollars(\$_____), and may hereafter become
to the undersigned in further sums, and said Company had
requested [Insert name of Bank] (hereinafter for convenience
called "Bank") to make or agree to make loans to the
Company, or to extend and renew the time for payment of any
indebtedness now owing, and may in the future request the
Bank to make or agree to make additional loans and renewals
of any now existing loans, or any that may hereafter be
made, and

WHEREAS, the undersigned in order to induce the Bank to
make or agree to make such loans, renewals or extensions, is
agreeable to postponement of the payment of any indebtedness
now owing, or hereafter at any time owing, for the Company
to the undersigned until all indebtedness from the Company
to the Bank now or at any time hereafter owing, together
with interest thereon to the date of payment, has been fully
paid and satisfied.

NOW, THEREFORE, in consideration of the sum of one
dollar (\$1.00) to the undersigned paid by the Bank, and the
Bank making or agreeing to make loans to the Company, or
renewals or extensions of the time of payment of any loans
now existing or hereafter existing from the Bank to the
Company, the undersigned agrees that the payment of any and
all indebtedness or liabilities from the Company to the
undersigned, whether now existing or hereafter created,
shall be postponed and subordinated to the payment of any
and all undersigned agrees that all of such indebtedness and
interest thereon shall be paid in full the Bank and all
agreements of the Bank to make any loans to the Company
shall be terminated, before and indebtedness or liabilities
of the Company to the undersigned, or any interest thereon,
shall be paid, and in the event the Company makes any
payment to the undersigned in violation of the terms hereof,
such payment shall immediately be turned over to the Bank.

In the event that the Company shall be adjudged
bankrupt or be unable to pay its debts as they mature, or a
receiver or trustee be appointed therefor or for its assets,
or the Company shall be dissolved or liquidated and the
assets thereof distributed, any and all moneys or dividends
received in liquidation by reason of any such indebtedness
from the Company to the undersigned shall be paid and turned

over to the Bank until all of the indebtedness and interest thereon, due and to become due to the Bank from the Company, shall have been paid in full, and the undersigned against the Company unless and until all such indebtedness to the Bank shall have been paid in full. The undersigned hereby agrees to execute such further documents, assignments of claims or take such other steps as may be necessary or proper to carry out the intent hereof.

The undersigned further agrees to cause the Company to mark its books and records so as to indicate that the indebtedness of the Company to the undersigned is subordinated in accordance with the terms of this agreement and to cause to be inserted in any note or any other instrument which may at any time evidence the indebtedness of the Company to the undersigned, a statement to the effect that the payment of any indebtedness to the undersigned evidenced thereby has been subordinated in accordance with the terms hereof.

IN WITNESS WHEREOF, this instrument has been signed and sealed by the undersigned the ____ day of _____, 19____.

_____(Seal)

The Company hereby acknowledges receipt of a copy of the foregoing Subordination Agreement and agrees to be bound by the terms and provisions thereof, to make no payment or distribution contrary to its terms and to do every other act and thing necessary and appropriate to be done or performed by the Company in order to carry out the terms of the agreement as set forth therein. In the event of any violation of the terms thereof, and indebtedness to the Bank from the Company shall forthwith become due and payable and any agreement of the Bank to make any loans to the Company shall forthwith terminate.

Dated _____

By _____